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Attorney for Debtors/Plaintiffs

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

Corlena Decatur,) Chapter 13
)
Debtor.) Case No. 08-47777
)
) Adversary Case No.
)
Corlena Decatur,) COMPLAINT FOR ORDER THAT SECOND
) DEED OF TRUST MAY BE PAID OFF
Plaintiff,) AND DISCHARGED AS AN UNSECURED
) DEBT
vs.)
)
American General Finance,)
)
Defendant.)
)
)
)
)

Plaintiff, through her attorney, Max Cline, Esq., states as follows:

1. This matter is a "core proceeding" and this Court has jurisdiction pursuant to 28 U.S.C. §1334 and Federal Rule of Bankruptcy Procedure 7001(2).
2. Plaintiff, Corlena Decatur, is the debtor herein.
3. The defendant, American General Finance, is a corporation doing business in California.

1 4. Defendant American General Finance has a second Deed of
2 trust on the Debtor's real property located at 5909
3 Fortune Way, Oakland, Alameda County, California. The
4 loan number is 607212400180XXXX.

5 5. This chapter 13 case was filed on December 29, 2008.

6 6. As of December 29, 2008, American General Finance was
7 owed \$24,660.58.

8 7. The fair market value of Debtor's aforementioned real
9 property was \$229,000.00 as of December 29, 2008. This
10 value was confirmed by Zillow.com. Real property
11 located at 2139 - 66th Ave., Oakland, CA, which is less
12 than 1/3 mile from debtor's home, was sold for
13 \$230,000.00 on June 4, 2008. This property has
14 approximately 30% more square footage and the same
15 number of bedrooms and bathrooms as debtor's property.

16 8. The first deed of trust holder, IndyMac Bank, was owed
17 \$284,804.79 on December 29, 2008.

18 9. Based upon the foregoing facts, the debtor/plaintiff,
19 Corlena Decatur, is entitled to pay off her loan
20 secured by the second deed of trust in this chapter 13
21 as a general unsecured debt at the pro tanto rate
22 provided for in the chapter 13 plan.

23
24 WHEREFORE, the Debtor/Plaintiff prays for a judgment
25 declaring that on December 29, 2008 her debt owed to
26 American General Finance was entirely unsecured and
27 therefore may be paid as an unsecured debt and discharged
28 upon completion of the debtor's chapter 13 plan and that

once discharged said debt will no longer be a lien on the debtor's property and American General Finance shall be required to record a deed of reconveyance of said second deed of trust.

DATED: March 30, 2009 _____Max Cline_____
Max Cline
Attorney for Debtor/Plaintiff